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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY APPLICATION NO.92 OF 2005
IN
COMPANY PETITION NO.683 OF 2002

Spark Automech Private Ltd. ... Petitioner

V/s.

The Official Liquidator ... Respondent

Mr.A.Mahabal for Applicant
Ms.Mohana Nair for Ex-Director
Ms.K.V. Gautam, Dy. Official Liquidator - present

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **NOVEMBER 18, 2005**

P.C.:

. This Application is made for return of the premises of the applicant from which the company as running its business. The applicant had let the premises on leave and licence basis to the company. A provisional Liquidator was appointed in respect of the company which is in liquidation. The Provisional Liquidator has taken possession of the premises of the company. According to the Liquidator, the security deposit kept with the applicant under the licence agreement should be refunded and deposited with the Official Liquidator. The Official Liquidator submits that the premises can be returned only after the

security deposit paid by the company in liquidation to the landlord is handed over the Official Liquidator. The learned Advocate for the applicant submits that the rent for the premises has remained unpaid from June 2003 till date and it amounted to Rs.19,500/-. According to her, the security deposit was only Rs.10,000/-. She submits that the applicant will not insist upon the remaining rent but the amount of Rs.10,000/- should be adjusted towards the amount due and payable as rent to the applicant by the company. The learned Advocate further submits that the applicant will not insist on any further payment over and above the adjustment of security deposit and, therefore, the Liquidator would not have to part with the balance amount of Rs.9,500/- to the applicant.

2. In my view, this is a fair suggestion made by the learned Advocate for the applicant. The premises shall be handed over by the Official Liquidator to the applicant within two weeks from today. The Official Liquidator will not insist upon the applicant paying back the security deposit as this would cover part of the rent which is payable by the company on the basis of the leave and licence agreement.

3. Company Application is disposed off accordingly.